



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_
32b. SIGNATURE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL    ☐ FINAL

☐ COMPLETE    ☐ PARTIAL    ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Line Item Summary		Document Number		Title		Page	
		BFP050003		CLETS - San Bernardino County		3 of 16	
Total Funding:		\$6,619.32					
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org
2005		WO120		252Z		1630NU	
Proj/Job No.		PTL					
Reporting Category							
Division		Closed FYs		Cancelled Fund			
Line Item Number		Description		Delivery Date (Start Date to End Date)		Quantity	Unit of Issue
						Unit Price	Total Cost (Includes Discounts)
<p>The signature of the Contracting Officer in block # 31B serves as acceptance of the FAS Standard Contract between the County of San Bernardino and the Bureau of Land Management for CLETS Access &amp; Maintenance (FY 05 - FY 07).</p>							
0001	CLETS Annual Maintenance/Support		09/30/2005		1.00	yr	\$6,619.320
(10/01/2004 to 09/30/2005)							
<p>Includes:  Monthly maintenance DSU (2)  Maintenance MUX (2)  BLM PCs VT Emulation (5)  Maintenance Printer (1)  Maintenance Computer Port (5)  Protocol Conversion Box (5)  Teleprocessing Support (6)  Teleco Circuit  CLETS Network Administration Fee</p>							
Note: See attached additional terms and conditions; also applies to line items 0002 and 0003.							
0002	CLETS Annual Maintenance/Support		09/30/2006		1.00	yr	\$0.00
(10/01/2005 to 09/30/2006)							
<p>Includes:  Monthly maintenance DSU (2)  Maintenance MUX (2)  BLM PCs VT Emulation (5)  Maintenance Printer (1)  Maintenance Computer Port (5)  Protocol Conversion Box (5)  Teleprocessing Support (6)  Teleco Circuit  CLETS Network Administration Fee</p>							
0003	CLETS Annual Maintenance/Support		09/30/2007		1.00	yr	\$0.00
(10/01/2006 to 09/30/2007)							
<p>Includes:  Monthly maintenance DSU (2)  Maintenance MUX (2)  BLM PCs VT Emulation (5)  Maintenance Printer (1)  Maintenance Computer Port (5)  Protocol Conversion Box (5)  Teleprocessing Support (6)  Teleco Circuit  CLETS Network Administration Fee</p>							

<b>Line Item Summary</b>		Document Number BFP050003	Title CLETS - San Bernardino County					Page 4 of 16	
Total Funding: \$6,619.32									
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No. Sub Reporting Category
Division		Closed FYs		Cancelled Fund					
Line Item Number	Description	(Start Date to End Date)			Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)	
							Total Cost:	\$6,619.32	
For procurement questions please contact Judy Holden-Hughes at 909 697-5254, Connie Quarterman 909 697-5253 or Mack Blankenship 909 697-5362 DUNS # 150955516									

<b>Contract Level Funding Summary</b>	<b>Document Number</b> RER060003	<b>Title</b> CLETS San Bernardino County	<b>Page</b> 5 of 16
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2005 - - WO120 - - 252Z - - 1630NU - - - PTRL - - - - -

\$6,619.32

**Total Funding: \$6,619.32**

	Document No. BFP050003	Document Title CLETS - San Bernardino County	Page 6 of 16
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## TABLE OF CONTENTS

COMMERCIAL CLAUSES	7
1 Clauses By Reference	7
2 Data Universal Numbering System (DUNS) Number	7
3 Central Contractor Registration	7
4 Central Contractor Registration - Alternate I	9
5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items.	10
SECTION I -- Contract Clauses	14
I.1 Additonal Terms and Conditions	14
I.2 Statement Of Equivalent Rates For Federal	16

	Document No. BFP050003	Document Title CLETS - San Bernardino County	Page 7 of 16
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## COMMERCIAL CLAUSES

### 1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at ~~this/these address(es)~~:

<http://www.arent.gov/far>

Clause	Title	Date
52.212-04	Contract Terms and Conditions--Commercial Items	October 2003

### 2 52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER OCTOBER 2003

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds

Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>;  
or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

### 3 52.204-07 CENTRAL CONTRACTOR REGISTRATION OCTOBER 2003

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

	Document No. BFP050003	Document Title CLETS - San Bernardino County	Page 8 of 16
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"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.



	Document No. BFP050003	Document Title CLETS - San Bernardino County	Page 9 of 16
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(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

4 52.204-07 CENTRAL CONTRACTOR REGISTRATION - ALTERNATE I  
ALT

OCTOBER  
2003

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern. Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) The Contractor shall be registered in the CCR database by December 31, 2003. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

	Document No. BFP050003	Document Title CLETS - San Bernardino County	Page 10 of 16
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- (i) Company legal business.
  - (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and Zip Code.
  - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

End of section

5      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--  
COMMERCIAL ITEMS.**      MAY 2004

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

	Document No. BFP050003	Document Title CLETS - San Bernardino County	Page 11 of 16
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- \_\_\_ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).
- \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).
- \_\_\_ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_ (ii) Alternate I (MAR 1999) of 52.219-5.
- \_\_\_ (iii) Alternate II (JUNE 2003) of 52.219-5.
- \_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.
- \_\_\_ (6) (i) 52.219-7 Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.
- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_\_ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- \_\_x\_\_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_x\_\_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_x\_\_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212)
- \_\_\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

	Document No. BFP050003	Document Title CLETS - San Bernardino County	Page 12 of 16
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\_\_\_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (21) 52.225-1, Buy American Act—Supplies (JUNE 2003) (41 U.S.C. 10a - 10d).

\_\_\_ (22)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2004) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ x (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_\_ x (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

	Document No. BFP050003	Document Title CLETS - San Bernardino County	Page 13 of 16
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(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

	Document No. BFP050003	Document Title CLETS - San Bernardino County	Page 14 of 16
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## SECTION I -- CONTRACT CLAUSES

### I.1 ADDITIONAL TERMS AND CONDITIONS

#### I.

In this contract, the COUNTY OF SAN BERNARDINO, acting as the administrator of the California Law Enforcement Telecommunication System (CLETS), shall hereinafter be referred to as the "SUBSCRIBER-CONTROLLER."

#### II.

**PURPOSE OF CONTRACT.** This contract provides for the SUBSCRIBER-CONTROLLER to serve as the agent responsible for the exchange of criminal offender record information and other criminal justice information between USER AGENCY and the SUBSCRIBER-CONTROLLER and statewide criminal justice agencies. In addition, it provides for SUBSCRIBER-CONTROLLER to facilitate the interchange of computerized criminal history data between the Federal Bureau of Investigation (FBI), National Crime Information Center (NCIC), National Law Enforcement Telecommunications System (NLETS), Department of Motor Vehicles (DMV), and the California Law Enforcement Telecommunications System (CLETS), received via the State CLETS network.

#### III.

SUBSCRIBER-CONTROLLER Security Officer will review all applications for connection to the Telecommunications System, as well as requests to modify, move or increase the number of terminals in an existing agency.

#### IV.

**TERM AND TERMINATION.** The term of this contract shall be for a period of three years commencing on October 1, 2004. Notwithstanding the foregoing, this contract may be terminated at any time with or without cause by USER AGENCY or by SUBSCRIBER-CONTROLLER upon written notice given to the other party at least ninety (90) days prior to the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination. Any and all notices required to be given hereunder shall be given in writing by registered or certified mail, postage prepaid. The addresses of the parties hereto until further notice are as follows:

**SUBSCRIBER-CONTROLLER:** San Bernardino County Sheriff's Department  
Bureau of Administration/Contracts Unit  
P.O. Box 569  
San Bernardino, CA 92402-0569

**USER AGENCY:** U. S. Department of the Interior  
Bureau of Land Management  
22835 Calle San Juan De Los Lagos  
Moreno Valley, CA 92553-9046  
V.

**INFORMATION SERVICES.** SUBSCRIBER-CONTROLLER agrees to furnish the USER AGENCY access to such criminal offender record information and other criminal justice information as is made available to the State through the CLETS network.

#### VI.

**EQUIPMENT.** SUBSCRIBER-CONTROLLER shall assist in the selection of the equipment for, provide, maintain, operate, and manage an electronic data communications system in the San Bernardino County Sheriff's Communication Control Center in order to provide the services specified in this contract. SUBSCRIBER-CONTROLLER shall provide to the USER AGENCY the required communication lines to connect with the County's Message Switcher computer. The required equipment shall consist of:

	Document No. BFP050003	Document Title CLETS - San Bernardino County	Page 15 of 16
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1. Computer-to-computer interface via telecommunications circuit of the County's Message Switcher computer to the USER AGENCY computer system, OR

2. Telecommunications circuit, terminals, printers, protocol conversion boxes, and ancillary support peripherals to provide computerized access of law enforcement information. (See equipment listing, Schedule B.)

VII.

USER AGENCY shall pay SUBSCRIBER-CONTROLLER the sum of money per *LINE ITEM 001* Schedules "A" and "B" attached hereto and incorporated herein by reference. Basic installation of service will be provided by the SUBSCRIBER-CONTROLLER. Installation fees, cost of additional services, equipment, related supplies and changes or modifications will be paid for by the USER AGENCY. The total cost to repair or replace SUBSCRIBER-CONTROLLER supplied equipment damaged by neglect, malicious actions, or accident shall be the responsibility of the USER AGENCY. Time costs, maintenance and diagnostic costs will be paid by the USER AGENCY. Costs will be adjusted in the event of telephone company rate changes. All equipment used by the USER AGENCY under this contract shall become the property of the USER AGENCY upon termination of this contract. SUBSCRIBER-CONTROLLER shall have the right to adjust the contract rates annually by an amendment to this contract and at any time to reflect increased labor costs from Memorandum of Understanding changes which increase labor costs. *11/17/04*

VIII.

It is understood by and between the parties hereto that this contract shall be deemed executory to the extent of the moneys available to SUBSCRIBER-CONTROLLER and no liability on account thereof shall be incurred by SUBSCRIBER-CONTROLLER beyond moneys budgeted for the purpose thereof.

IX.

SUBSCRIBER-CONTROLLER shall render assistance to the USER AGENCY in order to provide for timely, efficient, and accurate implementation of CAD/CLETS/RMS network operations. The data provided to SUBSCRIBER-CONTROLLER by the USER AGENCY will be relevant to the criminal justice process. The completeness, accuracy, objectivity, and verifiability of information entered into the information system is paramount and the USER AGENCY will cooperate with the regular auditing of the system in accordance with the California Department of Justice CLETS Policies, Practices, and Procedures Manual, to assure reliability of stored data. In addition, the procedures for purging or canceling entries will be adhered to in order to enhance the reliability of all data. The USER AGENCY will not enter into the system, data originating with any organization not a party to this contract or party to a separate but similar contract with SUBSCRIBER-CONTROLLER.

X.

The USER AGENCY agrees to limit access to information furnished by SUBSCRIBER-CONTROLLER to its own employees and other criminal justice/law enforcement agencies. The USER AGENCY further agrees to comply with Federal and State laws, rules, procedures, and policies formally adopted in the California Law Enforcement Telecommunications System Subscriber Agreement, and in regard to criminal history, information furnished through the FBI/NCIC/CCH (California Criminal History) and the NLETS Program, to rules, procedures and policies approved by the NCIC advisory policy board adopted for NCIC. The USER AGENCY agrees to cause employees, having access via the San Bernardino County IBM computer system to the Sheriff's Central Name Index (CNI), or to the Traffic Citation System (TCITE), to complete security training before such access will be allowed.

XI.

SUBSCRIBER-CONTROLLER reserves the right to suspend access to any information provided for in this contract, in accordance with the State CLETS Policies, Practices and Procedures Manual, when any rule, policy, or procedure adopted by SUBSCRIBER-CONTROLLER, or approved by the NCIC or law of this county, state, or federal government applicable to the security and privacy of information is violated or appears to be violated by the USER AGENCY.

XII.

The USER AGENCY agrees to appoint a security and privacy officer in accordance with the State CLETS Policies, Practices, and Procedures Manual, and as designated by the State of California and the SUBSCRIBER-CONTROLLER who shall be responsible for all security and privacy considerations relating to the use of the USER AGENCY's terminal or terminals. The security and privacy officer shall be the liaison point for SUBSCRIBER-CONTROLLER regarding security and privacy matters.

	Document No. BFP050003	Document Title CLETS - San Bernardino County	Page 16 of 16
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XIII.

The USER AGENCY agrees to indemnify, defend, and hold harmless the SUBSCRIBER-CONTROLLER and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from USER AGENCY's acts, errors, or omissions and for any costs or expenses incurred by the SUBSCRIBER-CONTROLLER on account of any claim therefore, except where such indemnification is prohibited by law.

XIV.

The San Bernardino County Sheriff or his authorized designee shall have the authority to exercise the SUBSCRIBER-CONTROLLER's rights under this contract including termination of the contract on behalf of the SUBSCRIBER-CONTROLLER at his sole discretion.

XV.

FULL UNDERSTANDING. This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, this contract supersedes all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

I.2 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL

MAY 1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits